

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOWHEAD TRANSPORT
COMPANY, LLC, an Alaska limited
liability company,

Plaintiff,

v.

ALASKA LOGISTICS, LLC, a Washington
limited liability company,

Defendant.

IN ADMIRALTY

No. 2:19-cv-00713

COMPLAINT

Plaintiff Bowhead Transport Company, LLC (“Bowhead”) alleges as follows:

I. JURISDICTION

1. The Court has subject matter jurisdiction over this matter in admiralty under 28 U.S.C. § 1333 because it involves a dispute over a contract to transport freight by sea which is a maritime contract. The Court also has diversity jurisdiction under 28 U.S.C. § 1332 because plaintiff and defendant are citizens of different states and the amount in controversy exceeds \$75,000.

2. The Court has personal jurisdiction over defendant Alaska Logistics because defendant is a citizen of the State of Washington with its principal place of business located in Seattle, Washington.

COMPLAINT - 1

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1 season to transport various cargo from Seattle, Washington to Seward, Alaska.

2 12. In an email to Bowhead on June 25, 2018, Alaska Logistics' General Manager
3 Allyn Long wrote: "[...] Do you have room on the mainline and when to [sic] you anticipate
4 sailing. If you have room we would like a price per SF of deck to Seward or price per
5 container to Nome, since it sounds like you're stopping there anyway. If so please provide
6 rough pricing."

7 13. Bowhead's director of operations, Billy Jarrett, responded to Alaska Logistics
8 via email with the following quote on June 25, 2018:

9 We are in the process of loading out the barge this week and we plan on
10 sailing Friday [if] all goes well. At this point we don't know how much
11 space, if any, we'll have on the barge and hope to know by about
12 Wednesday. Whatever space we will have leftover can be yours for
\$25.00 per square foot. **This would be based on total square footage
loaded to the barge and not just on foot print.** Let me know if you have
any questions. [Emphasis added.]

13 14. Allyn Long at Alaska Logistics, responded that same day: "Thank you. I am
14 pretty confident we will take you up on the offer. We will work with Boyer to see how much
15 room is left and how much we will need. Hopefully it works good for you as well as 'AL'."

16 15. On June 26, 2018, Mr. Jarrett responded, "Allyn, Your booking number is
17 18803 and **anything we accept for you will be billed at \$25 per square foot** and Alaska
18 Logistics will be responsible for any and all assist tugs in Seward." (Emphasis added.)

19 16. A copy of the aforementioned e-mails, collected in one string, are attached as
20 Exhibit B.

21 17. Alaska Logistics loaded its cargo aboard Bowhead's barge, and Bowhead
22 transported Alaska Logistics' cargo and safely delivered it to Seward, Alaska, the designated
23 place of delivery.

24 18. On July 26, 2018, Bowhead issued Invoice No. 900704 to Alaska Logistics for
25 transport of 21,887 square feet of cargo at \$25.00 per square foot, from Seattle, Washington to
26 Seward, Alaska for a total cost of \$547,175. A true and correct copy of Invoice No. 900704 is

1 attached as Exhibit C.

2 19. Bowhead's invoice stated as follows:

3 A charge of 1.5% per month (18% P.A.) WILL BE ASSESSED ON ALL
4 PAST DUE ACCOUNTS.

5 THIS INVOICE AND ALL SERVICES OFFERED BY CARRIER ARE
6 SUBJECT OF THE TERMS AND CONDITIONS OF THE CARRIER'S
7 BILL OF LADING AND TARRIF OR APPLICABLE
8 TRANSPORTATION AGREEMENT, WHICH SHALL GOVERN THE
RELATIONS, WHATSOEVER THEY MAY BE, BETWEEN THE
CARRIER AND THE SHPPER, OWNER AND/OR CONSIGNEE OF
THE GOODS, IN EVERY CONTINGENCY AND WHENSOEVER
OCCURING.

9 20. Bowhead's governing tariff also provides, in Section 9.G, that "Interest at the
10 rate of one and one half percent (1.5%) per month shall accrue on all freight and charges from
11 the issuance of the freight invoice until paid in full. Interest shall be simple, not compound."

12 21. The tariff also provides that attorney's fees and costs shall be recoverable by
13 Bowhead to collect any unpaid freight charges.

14 22. In accordance with the Agreement, Bowhead's Invoice No. 900704, its Bill of
15 Lading, and related tariff, Alaska Logistics was obligated to pay \$547,175.

16 23. Despite refusing to pay, Alaska Logistics wrote to Bowhead on September 11,
17 2018, stating, *inter alia*, that the parties had an agreement, that Alaska Logistics had agreed to
18 pay \$25.00 per square foot, but that it should only have to pay approximately one fifth of the
19 amount invoiced.

20 24. Alaska Logistics has failed and refused to pay any portion of the \$547,175
21 invoiced, one fifth or otherwise.

22 25. Because Alaska Logistics has failed to pay invoice number 900704, it is
23 responsible for a financing charge of one and a half percent (1.5%) per month, as set forth in
24 Bowhead's invoice and governing tariff.

25 26. As of this date, Alaska Logistics refuses to pay the amount owed to Bowhead
26 for invoice number 900704.

1 27. As a result of Alaska Logistics failure to pay, Bowhead is entitled to attorney
2 fees and costs both for its pre-litigation and post-litigation efforts in collecting sums due
3 Bowhead.

4 **V. FIRST CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6 28. Plaintiff hereby incorporates the above-stated allegations.

7 29. The transportation obligations identified above were subject to the terms of the
8 Agreement under 49 U.S.C. § 14101 and Bowhead's Bill of Lading, invoices, and tariff.

9 30. Bowhead performed the requested transportation services.

10 31. Alaska Logistics breached the applicable contract by refusing to pay for
11 Bowhead's services.

12 32. Bowhead is entitled damages in an amount to be proven at trial, but no less than
13 \$547,175.

14 33. As a result of its failure to pay for Bowhead's transportation services, defendant
15 Alaska Logistics is indebted to Bowhead, as stated, and for accrued and accruing interest at 1.5%
16 per month.

17 **VI. SECOND CAUSE OF ACTION**

18 **ATTORNEY'S FEES AND COSTS**

19 34. Plaintiff hereby incorporates the above-stated allegations.

20 35. Per the governing Agreement, Bowhead may recover its pre-litigation and post-
21 litigation attorney's fees and costs.

22 36. Bowhead is entitled to said remedy in an amount to be proven at trial.

23 **VII. THIRD CAUSE OF ACTION**

24 **UNJUST ENRICHMENT**

25 37. Plaintiff hereby incorporates the above-stated allegations.

26 38. By performing offered services, Bowhead conferred a material benefit upon

Alaska Logistics.

39. Bowhead performed the services at substantial expense.

40. By permitting Bowhead to perform services and refusing to compensate Bowhead, Alaska Logistics has accepted and retained the benefit of Bowhead's services.

41. Under circumstances, it is inequitable for Alaska Logistics to retain the benefit conferred upon it by Bowhead without paying the value of the services performed.

PRAYER FOR RELIEF

WHEREFORE, plaintiff, Bowhead Transport Company, LLC, prays:

1. That judgment be entered in favor of plaintiff and against defendant for no less than the total amount of its claim, \$547,175, and all other damages proven at trial;

2. For pre-judgment and post-judgment interest at the contractual rate of 1.5% per month;

3. For an award of all legal fees and costs incurred by plaintiff; and

4. For such other and further relief this Court deems just and equitable.

DATED this Monday, May 13, 2019.

BAUER MOYNIHAN & JOHNSON

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